

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Frank Apicella, Technology Information Management Director
954/797-1063

PREPARED BY: Frank Apicella

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A THREE YEAR LEASE AGREEMENT WITH GE CAPITOL TO PROVIDE THE TOWN WITH A NEW TELEPHONE SYSTEM AND A MAINTENANCE CONTRACT WITH TELESWITCH TECHNOLOGIES, INC.

REPORT IN BRIEF:

The existing Town telephone system is obsolete. The current system does not provide the functionality to employees to efficiently accomplish their job. The system is cumbersome and costly to maintain. As a result of open competitive bidding, Teleswitch Technologies, Inc. was chosen by the Selection Committee and approved by Council by resolution R-2003-159 to provide a state of the art telephone system. Because of the ever rapidly changing technology, the Selection Committee decided it would be in the Town's best interest to lease this equipment rather than purchase so that the Town could maintain state of the art technology.

PREVIOUS ACTIONS:

Resolution R-2003-159

CONCURRENCES:

All proposals were reviewed and demonstrations attended by the Selection Committee and concur in the decision to award the lease to GE Capital and the maintenance and support to Teleswitch Technologies, Inc.

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$288,882.67

Account Name: Distributed among all departments Communications Expense excluding Police
Department

Maintenance and Support portion - \$24,775/year Computer Expense and Maintenance

RECOMMENDATION(S):

Motion to approve the resolution

Attachment(s):

Resolution Contracts

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A THREE YEAR LEASE AGREEMENT WITH GE CAPITOL TO PROVIDE THE TOWN WITH A NEW TELEPHONE SYSTEM AND A MAINTENANCE CONTRACT WITH TELESWITCH TECHNOLOGIES, INC.

WHEREAS, the Town is in need of a new voice and data communication system and upgraded network infrastructure; and

WHEREAS, the firm of Teleswitch Technologies, Inc. has been selected by means of open competitive bidding to supply, install and maintain the voice and data communication system, and

WHEREAS, the Selection Committee has recommended leasing said equipment through the firm of GE Capital; and

WHEREAS, The Town Council approved the selection of Teleswitch Technologies, Inc. by Resolution R-2003-159.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of the firm of Teleswitch Technologies, Inc., as the firm best qualified to provide the required equipment and services and authorizes the Town Administrator or his designee to negotiate an agreement for such equipment and services.

SECTION 2. The Town Council of the Town of Davie does hereby accept the selection of the firm of GE Capital as the firm best qualified to provide the required services and authorizes the Town Administrator or his designee to negotiate an agreement for such services.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003

GE Capital

10 Riverview Drive
Danbury, CT 06810

August 28, 2003

Same

Same as Above

Dear Same :

Thank you for choosing GE Capital for your financing solution. The following is a list of documents that are required for the lease of your system:

Master Lease/Purchase Agreement	Annex C (Certificate of Non-Arbitrage and Essential Use)
Agreement Addendum	Annex D (Opinion of Counsel)
Equipment Schedule	Amortization Annex
Equipment and Software Listing	UCC Financing Statement
Schedule Addendum	Sales/Property Tax Verification Form
Lease Rate Factor Addendum	Insurance Letter
Annex A (Certificate of Resolutions)	Acceptance Certificate
Annex B (Certificate of Incumbency)	

Following are the 4 easy steps necessary to complete the documentation package:

- 1) Please have an individual designated by the governing body of your Organization execute the documents by signing where indicated by the red check marks. Federal Tax ID # must be provided with signed documents.
- 2) Return executed original documents in the prepaid Fedex Package to .
- 3) Retain the Acceptance Certificate until your system is installed and operating.
- 4) Once your system is installed and operational, please execute the Acceptance Certificate by signing where indicated by red check marks and fax it to 1-800-442-2090. After you have faxed the Acceptance Certificate, please mail the copy with your original signature to: 10 Riverview Drive, Danbury, CT 06810 Attention: Funding/Booking Dept.

It is anticipated that the document package should be signed and returned to our office within (5) five business days in order to expedite your system order.

Please Note that the monthly rent amount on the enclosed lease agreement excludes applicable sales/use and property taxes. These taxes will be billed by GE Capital in accordance with local taxing authority's assessment unless you have elected a \$1 Purchase Option in which case you are responsible for promptly reporting and paying personal property taxes. GE Capital will invoice you for any sales/use taxes unless you provide us with a copy of your Exemption Certificate with your signed documents.

Should you have any questions, please contact me at and reference account number .

Sincerely,

Account Manager

SLG 11/1/99

Lessor		GE Capital		Master Lease/Purchase Agreement	
Lessee			Contact		
			Title		
Address		Telephone Number	Facsimile Number	Master Lease/Purchase Agreement No.	
City	County	State		Zip Code	
TERMS AND CONDITIONS (The Reverse side contains Terms and Conditions which are also a part of this Agreement)					
<p>1. LEASE: Lessor shall purchase and lease to Lessee the equipment and associated items ("Equipment") that shall be described in any Equipment Schedule ("Schedule") which is executed from time to time by Lessor and Lessee and makes reference to this Agreement. This Agreement shall be incorporated into each Schedule. When computer programs and related documentation ("Software") are furnished with the Equipment, and a non-exclusive license and/or sublicense is granted to Lessee in an agreement ("Supplier Agreement") with the suppliers ("Supplier") identified on the Schedule, to the extent permitted, Lessor grants Lessee a similar non-exclusive sublicense to use the Software only in conjunction with the Equipment for so long as the Equipment is leased hereunder. The Equipment and Software include, but are not limited to, all additions, attachments and accessions thereto and replacements thereof (collectively, "System"). Any reference to "Lease" shall mean this Agreement, the Schedule, the Consent of Supplier, if applicable, the Acceptance Certificate, Annexes A through D, and any riders, amendments and addenda thereto, and other documents as may from time to time be made a part hereof.</p> <p>As conditions precedent to Lessor's obligation to purchase any Equipment, not later than the Commitment Date as set forth on the applicable Schedule, (a) Lessee and Lessor shall execute this Agreement, a Schedule and other documentation contemplated herein including, but not limited to, Certificates of Resolution, Incumbency and as to Non-Arbitrage and Essential Use and an Opinion of Counsel in the form of Annexes A through D, respectively, attached hereto and incorporated into each Lease, and (b) there shall have been no material adverse change in Lessee's financial condition. Upon Lessor's execution of the Schedule, Lessee assigns to Lessor its rights to receive title to the Equipment and any non-exclusive sublicense to use the Software as of the date the System is delivered to the location shown on the applicable Schedule ("Installation Site") and delegates to Lessor its duty to pay to the Supplier the Price (as defined in Section 3 below) for the System under the Supplier Agreement, but delegates no other right, interest or obligation thereunder, all of which are retained by Lessee.</p> <p>2. TERM: The lease term for each Schedule shall commence on the date of execution of an Acceptance Certificate pursuant to Section 3 of the Schedule ("Commencement Date") and, unless earlier terminated as provided for in the Lease, shall continue for the number of whole months or other Payment Periods set forth in the applicable Schedule ("Term"), commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Term may be earlier terminated upon: (a) the nonappropriation of funds pursuant to Section 4 herein, (b) an Event of Loss pursuant to Section 13, or (c) an Event of Default by Lessee and Lessor's election to terminate pursuant to Section 16.</p> <p>3. RENT AND PAYMENT: Lessee shall pay to Lessor the amounts shown in the applicable Amortization Annex ("Rent") attached to a Schedule except as such Rent may be adjusted pursuant to this Section and Sections 2 and 8 of a Schedule, plus any additional amounts due under the Lease. Rent shall consist of a partial repayment of the Price of the System and interest. Rent shall be paid either at the beginning or at the end of a Payment Period as indicated on a Schedule. If the Commencement Date is not the first day of a calendar month (or other Payment Period), Lessee shall pay to Lessor on demand interim rent prorated daily based on a 360-day year for each day from and including the Commencement Date to and including the last day of such month or other Payment Period.</p> <p>Rent is based upon the Price of the System and acceptance of the System by Lessee on or before the Commitment Date. "Price" shall mean the actual purchase price of the System as set forth in the Supplier Agreement and shall exclude all other costs, including sales or other taxes included in the Supplier Agreement as part of the purchase price. If the Price is increased or decreased as a result of a job change order ("JCO"), the Lessee authorizes Lessor to adjust the Rent and Amortization Annex. If the Commencement Date occurs after the Commitment Date, and Lessor waives the condition precedent that the Commencement Date occur on or before the Commitment Date, Lessor's then-current Lease Rate Factor for similar transactions shall apply and the Lessee authorizes Lessor to adjust the Rent and Amortization Annex, accordingly, if required by Lessor.</p> <p>Whenever any payment of Rent or any other amount due under a Lease is not made within ten (10) days after the date when due, to the extent permitted by applicable law, Lessee agrees to pay on demand (as a fee to offset Lessor's collection and administrative expenses), the greater of twenty-five dollars (\$25) per month or ten percent (10%) of each</p> <p>such overdue amount, but not exceeding the lawful maximum, if any. All payments provided herein shall be payable to Lessor at its address set forth in Section 16 hereof or such other place as Lessor directs, in writing.</p> <p>4. NONAPPROPRIATION: This Section is applicable only if the inclusion of such a nonappropriation provision is legally required. Lessee's obligations to pay Rent and any other amounts due for each Fiscal Period (as set forth in the applicable Schedule) is contingent upon approval of the appropriation of funds by its governing body. In the event funds are not appropriated for any Fiscal Period equal to amounts due under the Lease, Lessee may terminate the Lease effective on the first day of such Fiscal Period, ("Termination Date"), if: (a) Lessee has used due diligence to exhaust all funds legally available; and (b) Lessor has received written notice from Lessee at least thirty (30) days before the Termination Date. Upon the occurrence of such nonappropriation, Lessee shall not be obligated for payment of any Rent for any Fiscal Period for which funds have not been so appropriated, and Lessee shall deliver the System to Lessor in accordance with Section 9 of the Schedule. If Lessee terminates a Lease pursuant to this Section, unless the following would affect the validity of a Lease, for a period of three hundred sixty (360) days from the effective date of such termination, Lessee will not purchase, lease, rent, seek appropriations for, or otherwise obtain a system serving the same function as the System; and such an obligation will survive termination of this Lease.</p> <p>5. DELIVERY: All transportation, delivery and installation costs relative to a System (unless included in the Price) are the sole responsibility of Lessee. Lessee assumes all risk of loss and damage if the Supplier fails to deliver or delays in the delivery of any System, or if any System is unsatisfactory for any reason.</p> <p>6. NON-CANCELABLE NET LEASE: Subject only to the provisions of Section 4 herein, Lessee's obligations under the Lease are absolute and unconditional, and shall not be subject to any delay, reduction, setoff, defense, counterclaim or recoupment for any reason including any failure of the System, or any misrepresentations of any supplier, manufacturer, installer, vendor or distributor. Lessor is not responsible for the delivery, installation, maintenance or operation of any System.</p> <p>7. WARRANTIES: Lessor and Lessee acknowledge that any third-party warranties, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such third party and shall not pursue any such claim against Lessor. Lessee shall continue to pay Lessor all amounts payable under any Lease under any and all circumstances.</p> <p>8. QUIET ENJOYMENT: During the Lease Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the System provided that an Event of Default has not occurred.</p> <p>9. TAXES AND FEES: Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon demand, as additional Rent, or shall pay directly, if so requested by Lessor, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the System or the Rent, excluding all taxes computed upon the net income of Lessor.</p> <p>10. DISCLAIMER OF WARRANTIES AND DAMAGES: LESSEE ACKNOWLEDGES THAT (a) THE SIZE, DESIGN, CAPACITY OF THE SYSTEM AND THE MANUFACTURER AND SUPPLIER HAVE BEEN SELECTED BY LESSEE; (b) LESSOR IS NOT A MANUFACTURER, SUPPLIER, DEALER, DISTRIBUTOR OR INSTALLER OF THE SYSTEM; (c) NO MANUFACTURER OR SUPPLIER OR ANY OF THEIR REPRESENTATIVES IS AN AGENT OF LESSOR OR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF A LEASE; AND (d) EXCEPT FOR LESSOR'S WARRANTY OF QUIET ENJOYMENT, LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE DESIGN, QUALITY, CAPACITY, MATERIAL, WORKMANSHIP, OPERATION, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HIDDEN OR LATENT DEFECT OF THE SYSTEM OR ANY PORTION THEREOF, OR AS TO ANY PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT. LESSEE LEASES EACH SYSTEM "AS IS, WHERE IS".</p>					
Except as otherwise provided in Section 3 of this Agreement and Sections 2, 3, and 8 of a Schedule, any modifications, amendments or waivers to a Lease shall be effective only if mutually agreed upon in a writing, duly executed by authorized representatives of the parties.					
GE Capital					
BY _____			BY _____		
Authorized Representative			Authorized Representative		
PRINT NAME _____			PRINT NAME _____		
TITLE _____		DATE _____	TITLE _____		DATE _____

LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD PARTY FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF PROFITS OR SAVINGS, LOSS OF USE, OR ANY OTHER DAMAGES, WHETHER BASED ON STRICT LIABILITY OR NEGLIGENCE, AND WHETHER RESULTING FROM USE OF THE SYSTEM OR BREACH OF THE LEASE OR OTHERWISE, EXCEPT FOR DIRECT, SPECIFIC DAMAGES FOR LESSOR'S BREACH OF A LEASE OR FOR PERSONAL INJURY OR PROPERTY DAMAGE ONLY TO THE EXTENT CAUSED BY LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee represents, covenants and warrants to Lessor that: (a) Lessee is a public body corporate and politic, duly organized and validly existing, and has the power to execute, deliver and perform each Lease; (b) the person executing this Agreement and any Schedules and related documents on behalf of Lessee has been given authority to bind Lessee; (c) this Agreement and all related documents have been duly authorized and constitute valid, legal and binding obligations of Lessee, enforceable in accordance with their terms; (d) there are no actions or proceedings pending or threatened against Lessee which, if adversely determined, will have a material adverse effect on the ability of Lessee to perform its obligations under a Lease; (e) Lessee qualifies as a state or a political subdivision of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended ("Code"); (f) Lessee will not take any action which, or omit to take any action which, would adversely affect the exemption of the interest component of Rent payments from federal income taxation; (g) Lessee shall file Internal Revenue Form 8038-G or Form 8038-GC, as applicable; and (h) the obligation of Lessee to pay Rent shall constitute a current expense of Lessee and is not in contravention of any applicable limitation of indebtedness.

12. INSURANCE: At its expense, Lessee shall keep each System insured against all risks of loss and damage for an amount equal to the installed replacement cost of the System, with Lessor named as a loss payee. Lessee shall also maintain comprehensive general liability insurance, with Lessor named as an additional insured. All insurance policies shall be with an insurer having a rating of B+ or better by A.M. Best Company, Inc., and be in such form, amount and deductibles as are satisfactory to Lessor. Each such policy must state by endorsement that the insurer shall give Lessor not less than thirty (30) days prior written notice of any amendment, renewal or cancellation. Lessee shall, upon request, furnish to Lessor satisfactory evidence that such insurance coverage is in effect. Lessee may self insure with respect to the above coverages with Lessor's prior written consent.

13. CASUALTY: If any System, in whole or in part, is lost, stolen, damaged or destroyed, or is taken in any condemnation or similar proceeding (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option (a) immediately place the affected Equipment and Software in good condition and working order, (b) replace the affected item with like equipment or software in good condition and transfer clear title or the sublicense thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV") (as hereinafter defined) for such affected Equipment or Software plus any other unpaid amounts then due under the Lease. If an Event of Loss occurs as to part of a System for which the SLV is paid, a prorata amount of Rent shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to sum of (a) all future Rent payments from the last Rent Payment Date to the end of the Term with each such payment discounted to present value at a simple interest rate equal to the applicable Lease Rate or if such rate is not permitted by law, then at the lowest permitted rate; plus (b) as liquidated damages, and not as a penalty, to the extent permitted by law, one percent (1%) of the Price of the System, as such Price may have been amended from time to time.

14. INDEMNITY: To the maximum extent permitted by applicable law, Lessee shall indemnify Lessor against, and hold Lessor harmless from, and covenants to defend Lessor against, any and all losses, claims, liens, encumbrances, suits, damages, and liabilities (and all costs and expenses including, without limitation, reasonable attorneys' fees) related to the Lease including, without limitation, the selection, purchase, delivery, ownership, condition, use, operation of the System, or violation of the Software sublicense, or arising by operation of law (excluding the gross negligence or willful misconduct of Lessor). Lessee shall assume full responsibility for, or at Lessor's sole option, reimburse Lessor for the defense thereof. This Section shall survive the termination of the Lease but not longer than the applicable statute of limitations.

The Lease is entered into based upon the assumption that the interest portion of the Rent will not be includable in Lessor's gross income for federal income tax purposes. If Lessee causes Lessor's after-tax economic yield to be adversely affected, to the extent permitted by law, Lessee shall pay Lessor, on demand, an amount which will cause Lessor to have the same economic return had such a loss not occurred. The term "Lessor" shall include any affiliated group for filing consolidated returns.

15. DEFAULT: Any of the following shall constitute an Event of Default: (a) failure by Lessee to pay any Rent or other amounts payable under a Lease for a period of ten (10) days or more after Lessee's receipt of written notice thereof; (b) failure by Lessee to perform any other material term in any Lease or any other agreement of Lessee given in connection with the Lease, and such failure continues uncured for twenty (20) days after Lessee's receipt of written notice thereof; (c) the inaccuracy of any material representation or warranty made by the Lessee in connection with any Lease which failure or inaccuracy shall continue for a period of thirty days or more; (d) Lessee's attempt to make a Transfer (as defined in Section 17 herein) without Lessor's prior written consent; (e) Lessee dissolves or ceases to exist; (f) Lessee becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition or has an involuntary petition filed or action commenced against it under the United States Bankruptcy Code or any similar federal or state law; or (g) failure by Lessee to perform any of its obligations under any other Lease or agreement with Lessor.

16. REMEDIES: If an Event of Default has occurred, Lessor shall have the right to exercise one or more of the following remedies: (a) terminate and/or declare an Event of Default under any Lease or other agreement with Lessee; (b) recover from Lessee all Rent and any and all amounts then due and unpaid; (c) to the extent permitted by applicable law, recover from Lessee all Rent and other amounts to become due, by acceleration or otherwise, such amounts described in subsection (c) being present valued using the lesser of the applicable Lease Rate or such lower rate as may be permitted under applicable law, with the amounts set forth in subsections (b) and (c) above being the agreed upon damages ("Lessor's Loss"); (d) charge Lessee interest on the Lessor's Loss from the date of the Event of Default until paid at the rate of one and one-half (1-1/2%) percent per month, but in no event more than the maximum rate permitted by law; (e) demand the Lessee return any System to Lessor in the manner provided in Section 9 of the Schedule; and (f) take possession of any System wherever located, with or without demand or notice, or any court order or any process by law.

Upon repossession or return of a System, Lessor shall sell, lease or otherwise dispose of the System in a commercially reasonable manner, with or without notice and by public or private bid, and apply the net proceeds thereof, if any, toward Lessor's Loss but only after deducting all expenses including, without limitation, reasonable attorneys' fees incurred in enforcement of any remedy. Lessee shall be liable for any deficiency if the net proceeds available after the permitted deductions are less than Lessor's Loss. No right or remedy is exclusive of any other provided herein or permitted by law or equity. All rights and remedies shall be cumulative and may be enforced concurrently or individually from time to time.

17. ASSIGNMENT: Lessor may, without notice to or the consent of Lessee, sell, assign, grant a security interest in, or pledge its interest in all or any portion of a System and/or a Lease and any amounts due or to become due hereunder to any party ("Assignee"). No such assignment shall be effective until Lessee shall have received a notice identifying the Assignee. Upon receiving notice from Lessor, Lessee shall pay all Rent and other amounts due to Assignee free from any claim or counterclaim, defense or other right which Lessee may have against Lessor. Pursuant to Section 149(a) of the Code, Lessee hereby appoints Lessor as "Agent" of the Lessee to maintain a record of any Assignee. Lessor shall be relieved of its future obligations under the Lease as a result of such assignment if Lessor assigns to Assignee its interest in the System and Assignee assumes Lessor's future obligations. **WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT ASSIGN, SUBLEASE, TRANSFER, PLEDGE, MORTGAGE OR OTHERWISE ENCUMBER ("TRANSFER") THE SYSTEM OR THE LEASE OR ANY OF ITS RIGHTS THEREIN OR PERMIT ANY LEVY, LIEN OR ENCUMBRANCE THEREON.** Any attempted non-consensual Transfer by Lessee shall be void ab initio. No Transfer shall relieve Lessee of any of its obligations under the Lease.

18. NOTICES: Notices, demands and other communications shall be in writing and shall be sent by hand delivery, certified mail (return receipt requested), or overnight courier service or facsimile transmission (effective upon transmission) with a copy sent by one of the foregoing methods, to Lessee at the address or facsimile number stated above and to Lessor at 501 Corporate Centre Dr., Suite 600, Franklin, Tennessee, 37067, Attention: Manager Operations, or facsimile no. (615) 771-6292. Notices shall be effective upon the earlier of actual receipt or four days after the mailing date. Either party may substitute another address by such written notice.

19. GOVERNING LAW: EACH LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE LESSEE IS LOCATED.

20. MISCELLANEOUS: (a) Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any provision of the Lease shall not be construed as a consent to or waiver of any other breach of the same or of any other provision. (b) If there is more than one Lessee, the obligations of each Lessee are joint and several. (c) Lessee agrees to execute and deliver, upon demand, any documents necessary, in Lessor's reasonable discretion, to evidence the intent of the Lease, and/or to protect Lessor's interest in the System. Lessee agrees to pay the costs of filing and recording such documentation. (d) Lessee shall deliver to Lessor such additional financial information as Lessor may reasonably request. (e) If any provision shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired. (f) In the event Lessee fails to pay or perform any obligations under the Lease, Lessor may, at its option, pay or perform such obligation, and any payment made or expense incurred by Lessor in connection therewith shall be due and payable by Lessee upon demand by Lessor with interest thereon accruing at the maximum rate permitted by law until paid. (g) Time is of the essence in each Lease and in each of the Lease provisions. (h) Lessee shall pay Lessor on demand all costs and expenses, including reasonable attorneys' and collection fees incurred by Lessor in enforcing the terms and conditions of a Lease or in protecting Lessor's rights and interests in the Lease or the System. (i) No lease charge, late charge, fee or interest, as applicable, is intended to exceed the maximum amount permitted to be charged or collected by applicable law. If one or more of such charges exceed such maximum, then such charges will be reduced to the legally permitted maximum charge and any excess charge will be used to reduce the Price of the System or refunded. (j) The Lease may be executed by one or more of the parties on any number of separate counterparts (which may be originals or copies sent by facsimile transmission) each of which counterparts shall be an original. (k) Each Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter thereof and supersedes all previous writings, and understandings of any nature whatsoever. No agent, employee, or representative of Lessor has any authority to bind Lessor to any representation or warranty concerning the System and, unless such representation or warranty is specifically included in the Lease, it shall not be enforceable by Lessee against Lessor.

Lessor GE Capital		Equipment Schedule	
Lessee			
Billing Address Same as Above		Attention	
City	County	State	Zip Code
Installation Site Same as Above	City	County	State Zip Code
Supplier Name		Rent is Paid First Day Last Day of Payment Period	Advance Payment \$ 0.00 The Advance Payment shall be applied to the first and last Rent payment(s).
Agreement No./Schedule No.	Price \$ 0.00	Lessee's Fiscal Period	Lease Rate Factor
Date of Schedule 8/28/2003	Term (months)	From:	Rent (See Amortization Annex attached hereto)
Commitment Date	Payment Period <input type="checkbox"/> Monthly <input type="checkbox"/> Other	To:	Lease Rate
TERMS AND CONDITIONS (The Reverse side contains Terms and Conditions which are also a part of this Schedule)			
<p>The terms and conditions of the Master Lease/Purchase Agreement by and between Lessor and Lessee as referenced above are made a part of this Schedule. Lessor and Lessee hereby agree to the terms defined above and further agree as set forth herein.</p> <p>1. ADVANCE PAYMENT: Lessee shall pay to Lessor, upon the execution and delivery of this Schedule, the advance payment set forth above ("Advance Payment") in consideration of the Lessor holding funds available to purchase the Equipment and obtain the Software and as compensation for Lessor's review of Lessee's credit and document preparation. Upon Lessor's acceptance of the Lease, the Advance Payment shall be applied to the payment of Rent as set forth above. Any Advance Payment shall be non-refundable if Lessee fails to timely provide all documentation or satisfy all conditions required by this Lease.</p> <p>2. PURCHASE PRICE PAYMENTS: Lessee acknowledges that it has signed and received a copy of the Supplier Agreement. If Lessee is required to make payments to Supplier under the Supplier Agreement prior to the Commencement Date ("Purchase Price Payments"), Lessee requests Lessor to pay such payments subject to the following terms and conditions. The Price will be increased by adding a price adjustment for each Purchase Price Payment. Each such price adjustment shall be computed by multiplying the Purchase Price Payment paid by Lessor to Supplier by a rate equal to the "Base Lending Rate" from time to time designated by Citibank N.A., NY, NY in effect on the date Lessor makes the first Purchase Price Payment plus two and one-half percent, divided by 360, and multiplied by the actual number of days elapsed from the date of the Purchase Price Payment to the Commencement Date or, if the Lease does not commence, to the date Lessee refunds the Purchase Price Payments to Lessor in accordance with Section 3. In no event will all or any price adjustment(s) exceed any limits imposed by applicable law. The periodic Rent shall be increased as a result of adding to the Price of the System an amount equal to the total price adjustment(s).</p> <p>3. ACCEPTANCE: Lessee agrees to accept the System for purposes of this Lease by signing the Acceptance Certificate within ten (10) days after the System has met the acceptance criteria specified in the Supplier Agreement. If Lessee fails or refuses to sign the Acceptance Certificate within such (10) ten day period, or if the Lease does not commence by the Commitment Date, Lessor may declare Lessee's assignments and Lessor's agreement to pay the Price set forth in Section 1 of the Agreement and Section 2 of this Schedule to be null and void ab initio and thereupon the Lease shall terminate. Lessor shall then have no obligations under the Lease and Lessee shall, within ten (10) days of a demand therefore, immediately pay to Lessor all Purchase Price Payments and all price adjustment(s) under Section 2 herein as well as Lessor's out-of-pocket expenses.</p> <p>4. MAINTENANCE, USE, AND OPERATION: At all times during the Term, at its sole cost and expense, Lessee shall maintain the System in good repair, condition and working order, ordinary wear and tear excepted. Lessee shall use the System and all parts thereof for its designated purpose and in compliance with all applicable laws as well as keep the System in its possession and control and not permit such System to be moved from the Installation Site without Lessor's prior written consent.</p> <p>5. PERSONAL PROPERTY: The System is, and shall at all times remain, personal property even if the Equipment is affixed or attached to real property or any improvements thereon. At Lessor's request, Lessee shall, at no charge, promptly affix to the System any tags, decals, or plates furnished by Lessor indicating Lessor's interest in the System and Lessee shall not permit their removal or concealment. At Lessee's expense, Lessee shall (a) at all times keep the System free and clear of all liens and encumbrances, except those arising through the actions of Lessor, and (b) otherwise cooperate to defend Lessor's interest in the System and to maintain the status of the System and all parts thereof as personal property. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the System from any party having an interest in any such real estate or building in which the System is located. Lessor may inspect the System and any related maintenance records at any time during normal business hours of Lessee.</p>			
A complete description of the System is set forth on the Equipment and Software Listing attached hereto and made a part hereof.			
GE Capital BY _____ <div style="text-align: center; font-size: small;">Authorized Representative</div>		BY _____ <div style="text-align: center; font-size: small;">Authorized Representative</div>	
PRINT NAME _____ TITLE _____ DATE: _____		PRINT NAME _____ TITLE _____ DATE _____	

6. SECURITY INTEREST; TITLE Unless otherwise required by the law, upon the Commencement Date, legal title to the Equipment shall vest in Lessee subject to Lessor's rights hereunder; provided that title shall thereafter immediately and without any action by Lessee revert in Lessor, and Lessee shall immediately surrender possession of the System to Lessor, upon the occurrence of an Event of Default. Lessee shall execute any such instruments as Lessor may request to evidence such transfer. To secure Lessee's obligations under this Lease, Lessee hereby grants to Lessor a first priority security interest in Lessee's existing and future right, title and interest in the Lease and the System, which includes all additions, attachments, accessions, and leased Modifications and Additions (as defined in Section 7 below) thereto and replacements thereof as well as all proceeds of the foregoing including, without limitation, insurance proceeds, rents and all sums due or to become due to Lessee with respect to any of the foregoing, and all monies received in respect thereof and the Supplier Agreement.

7. MODIFICATIONS; ADDITIONS; ALTERATIONS: After the Commencement Date of this Lease and without notice to Lessor, Lessee may, at Lessee's expense, alter or modify any item of Equipment with an upgrade, accessory or any other equipment which meets the specifications of the manufacturer of the System for use on or in connection with the System ("Modification") or with Software or other associated items or materials which meet the specifications of the manufacturer of the System and are to be used on or in connection with the System ("Addition"). Any other modification or addition ("Alteration") shall be permitted only upon written notice to Lessor and at Lessee's expense and risk, and any such Alteration shall be removed and the Equipment restored to its normal, unaltered condition at Lessee's expense prior to its return to Lessor. If not removed upon return of the System, any Modification or Addition shall become, without charge, the property of Lessor free and clear of all encumbrances. Restoration will include replacement of any parts removed in connection with the installation of an Alteration, Modification or Addition. Any Equipment or Software installed in connection with warranty or maintenance service or manufacturer's upgrades provided at no charge to Lessee shall be subject to this Lease.

8. LEASES FOR MODIFICATIONS AND ADDITIONS: During the Term of this Lease, at Lessee's request, Lessor may elect to lease to Lessee Modifications and Additions ("CSO Equipment") subject to the terms of this Lease. While the CSO Equipment shall be added to and become a part of this Lease as of the CSO Commencement Date (as defined below), the CSO Lease Addendum shall be assigned a separate Schedule number. The lease for CSO Equipment shall expire at the same time as this Lease. The applicable Lease Rate Factor shall be Lessor's then-current Lease Rate Factor for similar transactions based upon the remaining length of the Term. The rent for CSO Equipment shall be determined by Lessor who shall adjust the then-current Rent and notify Lessee in writing of such adjustment(s), which shall be effective as of the first day of the month following the date of the notice (or the date of the notice if it is the first day of the month) ("CSO Commencement Date"). Any adjustment notice shall be added to and become a part of this Lease.

CSO Equipment must be ordered by Lessee from the Supplier. On the date any CSO Equipment is delivered to Lessee, Supplier shall pass title to such CSO Equipment (other than any Software which shall be licensed and/or sublicensed) directly to Lessor. Such title shall be good and marketable and free and clear of any and all liens and encumbrances of any nature whatsoever except Lessee's interests hereunder. Lessor shall promptly pay to Supplier the appropriate price of the CSO Equipment after the later of (i) the date the CSO Equipment is installed and functioning, or (ii) Lessor's receipt of a full and complete listing of the CSO Equipment and the Supplier's invoice. No interest shall be payable by Lessor to Supplier with respect to such payment. Lessor's agreement to lease any CSO Equipment is subject to the condition that the Price payable to Supplier with respect thereto shall not exceed \$100,000.00 or be less than \$1,000.00 and is subject to satisfactory credit review by Lessor of Lessee's credit.

9. RETURN OF SYSTEM: (a) Upon any termination of this Lease pursuant to the terms hereof prior to the end of the Term or, (b) at Lessor's request upon the occurrence of an Event of Default, Lessee shall, at its own risk and sole expense, immediately return the System to Lessor by properly removing, disassembling and packing it for shipment, loading it on board a carrier acceptable to Lessor, and shipping the same to a destination in the continental United States specified by Lessor, freight and insurance prepaid. The returned System shall be in the same condition and operating order as existed when received, ordinary wear and tear excepted. If Lessee does not

immediately return the System to Lessor as required herein, Lessee shall pay to Lessor, upon demand, an amount equal to the then current Rent prorated on a daily basis for each day from and including the termination or expiration date of the Lease through and including the day Lessee ships the System to Lessor in accordance with this Section. Lessee shall pay to Lessor, upon written demand, any amount necessary to place the System in good repair, condition and working order, ordinary wear and tear excepted.

10. PURCHASE OPTION: Provided that there is no Event of Default, or an event which with notice or lapse of time, or both, could become an Event of Default, then existing and continuing, upon payment by Lessee of \$1.00 at the end of the Term hereof, Lessor shall transfer, assign, and convey its interest in all of the Equipment to Lessee, and Lessor shall assign any nonexclusive sublicense to Lessee to use all of the Software. Lessee also shall be responsible for the payment of all sales taxes, transfer fees and other similar charges, if any, which may arise in connection with Lessee's payment of the purchase price.

Upon satisfaction by Lessee of such purchase conditions, Lessor's sole and exclusive obligation after payment of the purchase price shall be to deliver to Lessee any and all right, title and interest it may have in and to such Equipment, such as Lessor shall have received from the Supplier, warranted only to be free and clear of all liens, encumbrances, rights, title and interests of others arising solely out of Lessor's actions, to release Lessor's security interests in the Equipment and to assign to Lessee a non-exclusive Software sublicense as described in the Supplier Agreement. Lessor's assignment of the sublicense is limited to such sublicense as Lessor can assign without incurring further cost and is subject to all applicable terms and conditions of the license and/or sublicense set forth in the Supplier Agreement. Lessee purchases the Equipment and receives the sublicense to use the Software AS-IS, WHERE-IS, WITH ALL FAULTS AND SUBJECT TO THE SAME DISCLAIMERS OF WARRANTIES AND DAMAGES AS SET FORTH IN THE LEASE.

Lessor GE Capital

Equipment and Software Listing

Lessee

Agreement No./Schedule No.

Lessor and Lessee agree that the following described Equipment and Software are subject to the Master Lease/Purchase Agreement and Schedule referenced above.

QUANTITY

DESCRIPTION

GE Capital

10 Riverview Drive
Danbury, CT 06810

ADVANCE PAYMENT INVOICE

Lessee:

Contact Name:

Agreement No./Schedule No.:

An advance payment is required to be submitted with the lease documents. The advance payment will be applied as indicated below:

The advance payment of \$ 0.00 to be applied toward payment of the first () and last () rent payment(s) less monies already received *

TOTAL AMOUNT DUE: \$ \$ 0.00

*The amount of rent has been established based upon the estimated total cost of the System as set forth in the Equipment Schedule. The amount of rent does not include taxes, etc. Adjustments, if any, will be included in subsequent invoices.

Please return your check with the documents to the address below:

**GE Capital
10 Riverview Drive
Danbury, CT 06810**

Lessor **GE Capital**

Acceptance Certificate

Lessee

Agreement No./Schedule No.

This Acceptance Certificate is made with respect to that Agreement and Schedule referenced above. Capitalized terms used herein shall have the same meanings assigned to them in the Agreement and the Schedule.

On behalf of Lessee, I hereby certify that all of the System described in the Schedule to the Agreement has been delivered to and received by the Lessee. The System has been examined by the Lessee and is in good operating order and condition and is satisfactory to the Lessee. Therefore, the System is irrevocably accepted by the Lessee for all purposes under the Lease as of the following date:

(Insert Date of Acceptance)

BY _____
Authorized Representative

PRINT NAME _____

TITLE _____ DATE _____

NOTE: When you are ready to accept your System,
Please sign this form and then

Fax to: (800) 442-2090

AND

Mail to: 501 Corporate Centre Drive
Suite 600
Franklin, TN 37067
Attention: Funding/Booking

GE Capital

Lessee: _____

Agreement No./Schedule No. : _____

Federal Tax ID Number: _____

(NOTE: FEDERAL TAX ID NUMBER MUST BE PROVIDED WITH SIGNED DOCUMENTS)

If your taxing jurisdiction requires Lessor to pay sales tax up front, **WE WILL ADD THIS AMOUNT TO YOUR PRICE** (as set forth in the Lease) unless you direct us to bill you for the sales tax by checking below:

☐ Invoice Lessee for upfront sales tax: do not add to Price.

Please note: If you have elected a \$1 Purchase Option, then you are responsible for promptly reporting and paying personal property taxes.

To insure we bill you correctly, please review the questions below. If the information on your lease documents is correct, you do not need to complete the blanks, only check the Yes box next to that section. If the information on the documents is incorrect, please insert the correct information below.

Information on documentation correct?

☐ Yes ☐ No

Billing Address: _____

Billing Contact Name: _____

Phone Number: _____

Information on documentation correct?

☐ Yes ☐ No

System Installation Address: _____

City: _____ State: _____

Zip: _____ County: _____

If applicable, enclose a copy of Lessee's Purchase Order.

Purchase Order Number: _____

Start Date: _____

Expiration Date: _____

Please indicate your sales tax status below.

The system is exempt from sales tax.

☐

☐

No

Yes

If the above answer is no, please sign below and return with the lease documents.

If the above answer is yes, attach the appropriate exemption certificate. (Note: Certificates are required for all states in which any portion of the System is located.) Executed certificates (or letter, if a state or local government or agency) must be submitted with signed lease documents, otherwise we will be required to bill you for applicable taxes.

Preparer: _____

Date Prepared _____

Lessor GE Capital

Lease Rate Factor Addendum

Lessee

Agreement No./Schedule No.

Contemporaneously with entering into the Schedule to the Master Lease/Purchase Agreement referenced above, Lessor and Lessee hereby agree that the fourth sentence of the second paragraph of Section 3 of the Agreement, only with respect to the Schedule, is deleted and the following substituted in lieu thereof:

The Lease Rate Factor of _____ quoted by Lessor on _____ ("Quote Date") shall be increased or decreased based upon changes from the Quote Date until the Commencement Date in _____ year Treasury Constant Maturities' yield ("Yield") as reported by the Federal Reserve Statistical Release (H.15 Report). For each 25 basis points of increase or decrease (rounded downward to the nearest whole 25 basis point increment or decrement) in the Yield, the Lease Rate Factor shall be increased or decreased, respectively by _____. This adjusted Lease Rate Factor shall be the Lease Rate Factor used to determine the Rent relative to the Schedule, unless the Commencement Date occurs after in which event Lessor's then-current Lease Rate Factor for similar transactions shall be used to determine the Rent. Lessee authorizes Lessor to adjust the Rent, if required.

GE Capital

BY _____

Authorized Representative

PRINT NAME _____

TITLE _____

DATE _____

BY _____

Authorized Representative

PRINT NAME _____

TITLE _____

DATE _____

GE Capital

10 Riverview Drive
Danbury, CT 06810
1-800-681-4709

Subject: Required Insurance Coverage

Dear Customer:

Under the terms of the Lease referenced above, insurance covering the System is required in the amounts and specifics as outlined below.

<u>Insurance</u>	<u>Amount</u>
All Risk Property Insurance	Replacement Cost of System
General Liability	
Bodily Injury	\$1 Million per Occurrence
Property Damage	\$1 Million per Occurrence
OR	
Combined single limit (for bodily injury and property damage)	\$2 Million per Occurrence

Lessor is to be named as Additional Insured and Loss Payee as its interests appear.

Lessor shall be given thirty (30) days written notice of cancellation or any material change in coverage.

Please forward this information to your company's carrier as soon as possible. Insurance certificates are to be sent to the address reflected below within thirty (30) days of document execution.

GE Capital
4333 Edgewood Road, Suite 400
Cedar Rapids, IA 52499

Thank you for your prompt attention to this matter.

Sincerely,

GE Capital

Lessor GE Capital		Consent of Supplier		
Lessee		Agreement No./Schedule No.		
Supplier		Price		
Installation Site Same as Above	City	County	State	Zip Code
<p>This Consent of Supplier is made with respect to that Master Lease/Purchase Agreement and Schedule referenced above (collectively, "Lease") made by and between Lessor and Lessee referenced above.</p> <p>Lessee and Supplier have entered into a purchase agreement ("Supplier Agreement") relative to which Supplier has agreed to sell to Lessee certain equipment and license and/or sublicense certain associated software. Supplier hereby consents to the assignment by Lessee to Lessor of Lessee's right to take title to the equipment ("Equipment") from the Supplier and Lessee's rights relative to any associated software license and/or sublicense ("Software"), more particularly described on the Equipment and Software Listing to the Lease and in the Supplier Agreement. Supplier further consents to the sublicensing of the Software by Lessor to the Lessee. The Equipment and Software are collectively called "System."</p> <p>Supplier shall convey title to the Equipment and a right to use the Software to Lessor as of the date they are delivered to Lessee's Installation Site set forth herein free and clear of all liens and encumbrances. Any other rights or interests of Lessee under the Supplier Agreement and any warranties therein relative to the System are for Lessee's benefit during the Term of the Lease. However, if Lessor takes possession of the System, Lessor is then entitled to all of Lessee's then-remaining rights under the Supplier Agreement including, without limitation, all warranties.</p> <p>Supplier further hereby consents to Lessor's agreement to pay the Price set forth above relative to the System but understands that Lessor assumes no other obligations. All transportation, delivery and installation costs (unless included in the Price) are the responsibility of Lessee. As between Lessee and Lessor, Lessee assumes all risk of loss and damage to the System. Even if the Lease has not commenced, Lessor will pay to Supplier, if applicable, payments required to be paid under the Supplier Agreement constituting the Price subject to the conditions set forth below.</p> <p>Lessor's agreement to pay the Price is subject to certain terms and conditions as set forth in the Lease which include, but may not be limited to, the following: (a) Lessee must timely deliver to Lessor all required documentation; and (b) there shall have been no material adverse change in Lessee's financial condition. If the foregoing conditions are not satisfied or if Lessee fails to accept the System for purposes of the Lease within ten (10) days after the acceptance of the System for purposes of the Supplier Agreement, Lessor may declare its agreement to pay void and thereupon, Lessor shall have no obligation to pay Supplier any further sums. Lessee's assignment shall not relieve Lessee of any obligations to pay the Price in the event Lessor does not pay the Price.</p> <p>During the Term of the Lease, subject to certain terms and conditions in the Lease, Lessor may, at its option, finance the addition of certain equipment and software to the System ("CSO Equipment") obtained from the Supplier. On the date any CSO Equipment is delivered by the Supplier to Lessee, Supplier shall pass title to such equipment and license any associated software directly to Lessor free and clear of all liens and encumbrances.</p> <p>Except as set forth herein, nothing contained herein or in the Lease shall be deemed to modify any rights, warranties, remedies or liabilities contained in the Supplier Agreement.</p>				
GE Capital BY _____ <div style="text-align: center; font-size: small;"><i>Authorized Representative</i></div> PRINT NAME _____ TITLE _____ DATE _____		BY _____ <div style="text-align: center; font-size: small;"><i>Authorized Representative</i></div> PRINT NAME _____ TITLE _____ DATE _____		

Lessor **GE Capital**

Amortization Annex

Lessee

Agreement No./Schedule No.

Rent Payment
Number

Rent

Principal
Component

Interest
Component

SEE ATTACHED AMORTIZATION TABLE

Lessor GE Capital

**Certificate of Resolutions
Annex A**

Lessee

Agreement No./Schedule No.

The Officer who will execute the lease documents must sign in the body of the Certificate.
The Secretary/Clerk certifying to that signature must complete the remaining information and sign at the bottom of the Certificate.

I, _____, do hereby certify that I am the duly elected or appointed, qualified, and acting Secretary/Clerk of the _____, a body corporate and politic and a political subdivision duly organized and existing under the laws of the State of _____ ("Lessee"), and that the following resolutions have been presented to and duly adopted by the Lessee at a meeting convened in accordance with applicable law on the _____ day of _____, and that the following resolutions are in full force and effect on the date hereof:

WHEREAS, the governing body of the Lessee has determined that a true and very real need exists for the acquisition of the equipment and associated software licenses (collectively, "System") described in the Master Lease/Purchase Agreement and related Equipment Schedules thereto, as each may have been amended (collectively, "Lease") and as described in the contract of purchase ("Supplier Agreement") between the Lessee and _____ ("Supplier"); and

WHEREAS, the Lessee has taken the necessary steps, including any legal bidding requirements, if applicable, to arrange for the acquisition of such System.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of Lessee that the terms of the Supplier Agreement and the Lease are in the best interests of Lessee for the acquisition of such System and are approved, and the governing body of Lessee designates and confirms that any of the following persons may execute and deliver the Supplier Agreement and the Lease and any related documents necessary or expedient to the consummation of the transactions contemplated by the Supplier Agreement and the Lease, together with any amendments thereto, their execution to be conclusive evidence of Lessee's approval of such amendment(s).

Name _____	Title _____
Name _____	Title _____
Name _____	Title _____

RESOLVED, that pursuant to section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986, as amended ("Code"), the Lessee (if Lessee issues less than \$10,000,000 in tax-exempt obligation in this calendar year) hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code included within the \$10,000,000 limitation of Section 265(b)(3)(D) of the Code.

RESOLVED, the above-referenced officers of the Lessee are hereby authorized to do any and all such acts and to execute all documents and instruments as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution.

IN WITNESS WHEREOF, I have duly executed this certificate as the Secretary/Clerk and affixed the seal of the Lessee hereto, if applicable, this _____ day of _____, _____.

[S E A L]

By: _____

Print Name: _____

Date: _____

Lessor GE Capital

**Certificate of Incumbency
Annex B**

Lessee

Agreement No./Schedule No.

The Officer who will execute the lease documents must sign in the body of the Certificate.
The Secretary/Clerk certifying to that signature must complete the remaining information and sign at the bottom of the Certificate.

I, _____, do hereby certify that I am the duly elected or appointed, qualified, and acting Secretary/Clerk of _____, a body corporate and politic and a political subdivision duly organized and existing under the laws of the State of _____ ("Lessee"), and I do further certify that the persons whose names, titles, and signatures appear below are the duly elected or appointed, qualified, and acting officers of Lessee and hold on the date of this Certificate the offices set forth opposite their respective names, and that the signatures appearing opposite their respective names are the genuine signatures of such officers.

Name of Officer

Title of Officer

Signature of Officer

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Lessee this _____ day
of _____.

[S E A L]

Secretary/Clerk

Print Name

Lessor **GE Capital**

**Certificate as to Non-Arbitrage
Annex C**

Lessee

Agreement No./Schedule No.

I, the undersigned officer of the Lessee, being the person duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Master Lease/Purchase Agreement No. _____" and "Equipment Schedule No. _____" and other related documents and instruments as each may have been amended (collectively, "Lease"), HEREBY CERTIFY that:

1. The Lease was executed by the Lessee in order to finance the acquisition of certain equipment ("Equipment") and software licenses ("Software") described therein (collectively, the "System").
2. Pursuant to the Lease, the Lessee is entitled to purchase the System in consideration for the obligations of the Lessee under the Lease. The System will be used in furtherance of the public purposes of the Lessee. The Lessee does not intend to sell/lease the Equipment or sublicense the Software (or otherwise dispose of the System) during the term of the Lease. The Lessee will not receive any monies, funds, or other "proceeds" as a result of the Lease.
3. The use of the System is a governmental use as that term is defined in Section 141 of the Internal Revenue Code of 1986, as amended, and is essential to the proper, efficient and economic functioning of the Lessee. The System will be used by the Lessee only for the purpose of performing its governmental functions and will not be used in a trade or business for any private commercial activity.
4. The Lessee expects to make payments under the Lease from its general funds on the basis of annual appropriations in amounts equal to the required payments under the Lease.
5. Lessee has not established, and will not establish any fund, designated or restricted, to pay principal or interest on the payments due under the Lease.
6. Lessee's obligations hereunder are not guaranteed by the United States of America or any agency or instrumentally thereof.
7. Lessee has fully complied with all applicable laws governing open meetings and such public bidding requirements as may be applicable to the Lease and the acquisition of the System thereunder.

To the best of my knowledge, information and belief, the representations expressed herein are true and correct as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Lessee on this _____ day of _____, _____.

By (signature) _____

Officer of Lessee

Print Name _____

Print Title _____

Lessor GE Capital

**Form of Opinion of Counsel
Annex D**

Lessee

Agreement No./Schedule No.

[To be typed on the letterhead of Lessee's Counsel]

10 Riverview Drive
Danbury, CT 06810

Ladies and Gentlemen:

We are counsel to _____ ("Lessee"), and, in that capacity, we have examined that certain Master Lease/Purchase Agreement No. _____, between Lessee and Lessor, associated Equipment Schedule No. _____ and all other documents executed and delivered by Lessee in connection therewith (collectively, "Lease").

As a result of our examination of the Lease, the proceedings taken by the Lessee to authorize and execute the Lease, and such other examinations as we deemed appropriate, we are of the opinion as follows:

1. Lessee is a duly created and validly existing political subdivision of the State of _____, and has the power and authority to enter into the Lease and carry out its obligations thereunder.
2. The execution, delivery, and performance of the Lease by the Lessee has been duly authorized and constitutes a valid, legal, and binding agreement, enforceable in accordance with its terms.
3. No approval, consent, withholding of objection or other document is required from any other governmental authority with respect to the execution and performance by Lessee of the Lease and the transactions contemplated thereby.
4. The entering into and performance of the Lease will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the equipment or software subject to the Lease (other than to Lessor) pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound.
5. There are no actions, suits or proceedings pending or, to our knowledge, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Lease.
6. Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings, and that portion of payments identified in the Lease as interest charges, upon receipt, will not be includable in Lessor's federal gross income under statutes, regulations, court decisions and rulings existing on the date of this opinion and, consequently, will be exempt from federal income taxes and income tax of the State of _____.

Very truly yours,

Document1

Lessor GE Capital

Maintenance Addendum

Lessee

Agreement No./Schedule No.

Contemporaneously with entering into the Schedule of the Master Lease Agreement referenced above, Lessor and Lessee hereby agree that the following new Section is added to the Schedule:

MAINTENANCE FINANCING: Supplier and Lessee have agreed that Supplier will provide Lessee with certain maintenance and/or services ("Maintenance") relative to the System. Lessee has agreed with Supplier to prepay the cost of such Maintenance ("Maintenance Price") and has requested Lessor pay the Maintenance Price to the Supplier on behalf of Lessee and finance the Maintenance Price as part of this Lease. Therefore, the Maintenance Price is included in the Price of the System and in the Rent relative to this Lease. Lessee acknowledges that (a) Lessee has selected the Supplier providing the Maintenance and that the Supplier and the Lessor are separate legal entities; (b) Lessor is not responsible for providing any such Maintenance; (c) Lessor has not made any representations and warranties with respect to Maintenance, except that it will pay the Maintenance Price to Supplier on behalf of Lessee upon commencement of the Lease; (d) Lessee will pursue any claim it has relative to Maintenance against the Supplier, manufacturer or any other third party and not against Lessor and waives any right it might otherwise have (if any) to pursue any such claim(s) against the Lessor; and (e) **LESSEE'S OBLIGATIONS TO PAY RENT AND OTHER SUMS DUE UNDER THE LEASE SHALL REMAIN UNCONDITIONAL AND NOT SUBJECT TO ANY REDUCTION, DELAY, SETOFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ISSUES RELATIVE TO MAINTENANCE.** Lessee or Supplier has delivered to Lessor a full and complete copy of the agreement between Lessee and the Supplier relative to Maintenance ("Maintenance Contract"), and Lessee has received and reviewed a copy of the Maintenance Contract. Lessee shall be responsible to pay Supplier for any Maintenance under the Maintenance Contract if the cost of such Maintenance is not included in the Maintenance Price. If the actual Maintenance Price is less than the amount included in the Price, Lessee authorizes Lessor to adjust the Rent accordingly. If the actual price of the Maintenance exceeds the Maintenance Price set forth above and such increase is within the dollar and time limits of Lessor's credit approval, Lessor, at its election, may increase the Maintenance Price, the Price and adjust the Rent accordingly. Nothing contained in this Section is intended to (a) limit or waive any rights and warranties extended to Lessee by the Supplier, manufacturer or other third party relative to Maintenance or other matters or (b) preclude Lessee from exercising any rights or remedies it may have relative to Maintenance or any other matter against the Supplier, manufacturer or any other third party.

GE Capital

BY _____

Authorized Representative

PRINT NAME _____

TITLE _____

DATE _____

BY _____

Authorized Representative

PRINT NAME _____

TITLE _____

DATE _____

Lessor	GE Capital	Maintenance Agreement
Lessee	Agreement No./Schedule No. Maintenance Price	
<p>This Maintenance Agreement ("Agreement") is made by Lessor with its principal offices located at 501 Corporate Centre Drive, Suite 600, Franklin, TN 37067 ("Lessor") and Supplier named below with its principal offices located at _____ ("Supplier") with respect to the Master Lease/Purchase Agreement and Equipment Schedules referenced above (collectively, "Lease"). Lessor has agreed to lease a certain System supplied to Lessee by Supplier pursuant to a purchase agreement. Supplier and Lessee have requested Lessor to finance the cost of maintenance and service ("Maintenance") provided by the Supplier relative to the System subject to terms and conditions contained herein.</p> <p>In consideration of the following representations, warranties and agreements, the parties agree as follows:</p> <ol style="list-style-type: none"> 1. Maintenance Financing. In the event Lessor elects, in its sole discretion, to finance the cost of Maintenance for the System provided pursuant to a maintenance agreement between Lessee and Supplier ("Maintenance Agreement"), Lessee or Supplier shall provide Lessor with a fully executed copy of Maintenance Agreement. Upon the Lessee's compliance, to Lessor's satisfaction, with all conditions precedent set forth in the Lease, and the delivery by Lessee to Lessor of all required documentation relative to Maintenance financing, Lessor will pay the cost of the Maintenance set forth above ("Maintenance Price") to the Supplier. Lessor shall not be responsible for the performance of any of Supplier's obligations or for the resolution of disputes of any nature whatsoever relative to the Maintenance Agreement or the provision of any Maintenance thereunder. Lessor does not make any representations and warranties with respect to the Maintenance except that it will pay the Maintenance Price as set forth herein. Lessor will not pay for any additional Maintenance on behalf of Lessee if such cost is not included in the Maintenance Price paid by Lessor to Supplier. Lessor's payment of the Maintenance Price shall not in any way affect the other terms and conditions of the Maintenance Agreement. 2. Supplier Representations and Warranties. Supplier represents and warrants as of the commencement of a Maintenance Agreement and during the term thereof as follows: <ol style="list-style-type: none"> (a) The Maintenance Agreement constitutes a legal, valid and binding obligation of Supplier and Lessee enforceable in accordance with its terms. (b) Supplier will honor all warranties, agreements, representations, and/or assurances made to the Lessee with respect to the Maintenance and the Maintenance Agreement. (c) Supplier has not received the Maintenance Price from the Lessee. (d) The Maintenance Agreement will not be canceled for any reason by the Supplier without prior written notice to Lessor. 		
GE Capital BY _____ <div style="text-align: center; font-size: small;"><i>Authorized Representative</i></div> PRINT NAME _____ TITLE _____ DATE _____		SUPPLIER BY _____ <div style="text-align: center; font-size: small;"><i>Authorized Representative</i></div> PRINT NAME _____ TITLE _____ DATE _____

Lessor	GE Capital	Maintenance Agreement (continued)	
Lessee		Agreement No./Schedule No.	Maintenance Price
3. Unearned Maintenance Charges. If the Maintenance Agreement is canceled for any reason prior to the end of its term, or a default occurs under the Lease, Supplier shall pay to Lessor within thirty (30) days of its receipt of a request therefor, an amount equal to any Unearned Maintenance Charges. Unearned Maintenance Charges are an amount equal to the number of months remaining in the term of the Maintenance Agreement divided by the term of the Maintenance Agreement in months, exclusive of any initial warranty period, which result is multiplied by the Maintenance Price paid by Lessor.			
4. Indemnity. Supplier agrees to indemnify and hold Lessor harmless from, and covenants to defend Lessor against any and all losses, claims, liens, encumbrances, suits, damages, and liabilities (and all costs and expenses including, without limitation, reasonable attorneys' fees) sustained by Lessor as result of Supplier's breach of its representations, warranties or obligations contained in this Agreement or in any way related to the Maintenance and the Maintenance Agreement. All obligations under this Section shall survive any expiration of termination of this Agreement and the termination of the Lease.			
5. Independent Contractors. Supplier and Lessor are separate entities, who have entered into this Agreement for independent business reasons. Neither Supplier nor Lessor have acted, act or shall be deemed to have acted or act, as an agent for the other.			
6. Term and Termination. The term of this Agreement shall continue until the earlier of the expiration of the Lease or the payment by Supplier of the Unearned Maintenance Charges.			
7. Assignability. Lessor may assign its rights hereunder without Supplier's written consent. Supplier may not assign its obligations hereunder without Lessor's prior written consent, which consent shall not be unreasonably withheld.			
8. Notices. Notices, demands and other communications under this Agreement shall be deemed to have been given if mailed, postage prepaid, by registered or certified mail, return receipt requested, or by overnight delivery or transmitted by facsimile transmission to the other party at the address stated herein or such other address as such party may have provided by notice hereunder. Notice shall be effective four (4) days after the date it was mailed or upon receipt whichever is earlier.			

Lessor GE Capital		Installation Site Addendum											
Lessee		Agreement No./Schedule No.											
<p>Contemporaneously with entering into the Schedule to the Master Lease Agreement referenced above, Lessor and Lessee agree that the System described on the Schedule is located at the following Installation Sites:</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left; width: 40%;">Street</th> <th style="text-align: left; width: 15%;">City</th> <th style="text-align: left; width: 20%;">County/Province</th> <th style="text-align: left; width: 15%;">State/Country</th> <th style="text-align: left; width: 10%;">Zip Code</th> </tr> </thead> <tbody> <tr> <td style="height: 300px;"></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Street	City	County/Province	State/Country	Zip Code					
Street	City	County/Province	State/Country	Zip Code									
GE Capital BY _____ <small style="display: block; text-align: center;">Authorized Representative</small> PRINT NAME _____ TITLE _____ DATE _____		BY _____ <small style="display: block; text-align: center;">Authorized Representative</small> PRINT NAME _____ TITLE _____ DATE _____											

EXHIBIT "C"

TELESWITCH TECHNOLOGIES, INC. MAINTENANCE AGREEMENT

This Maintenance Agreement dated as of _____, 2003, is entered into between TELESWITCH TECHNOLOGIES, Inc., a Florida corporation, whose principal place of business is 8021 NW 14th Street, Miami, Florida 33166 ("TELESWITCH TECHNOLOGIES"), and _____, located at _____ ("Customer").

WHEREAS, TELESWITCH TECHNOLOGIES agrees to provide Customer and Customer agrees to accept from TELESWITCH TECHNOLOGIES maintenance and technical support services under the terms and conditions set forth in this Agreement for the licensed software described in Appendix "A" ("Software") and the machinery, equipment, communications hardware, computer and other peripheral equipment listed in Appendix "A", purchased or leased by Customer for use with the Software (the "Equipment"), all of which are located at the site(s) described in Appendix "A" ("Install Location(s)"). The Equipment and the Software are sometimes referred to collectively as the "System".

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions:

1. SCOPE OF MAINTENANCE SERVICES

1.1 TELESWITCH TECHNOLOGIES shall provide basic maintenance services in support of the Software and Equipment during the term of this Agreement. Basic maintenance services (hereinafter referred to as "Maintenance") shall consist of:

- (a) Maintaining a technical support center with a twenty-four hour telephone hot-line that allows Customer to seek assistance in the use of the Equipment and/or Software and to report that the System has malfunctioned or is inoperative;
- (b) Using all reasonable diligence to correct verifiable and reproducible errors to the Software when reported to TELESWITCH TECHNOLOGIES in accordance with TELESWITCH TECHNOLOGIES's standard reporting procedures. Upon verifying that an error is present, TELESWITCH TECHNOLOGIES shall work in such a manner which, in its opinion, is necessary toward development of an error correction;
- (c) Performing repairs as are necessary, in TELESWITCH TECHNOLOGIES's opinion, to maintain the Equipment in good working condition;
- (d) Furnishing parts and materials as are necessary, in TELESWITCH TECHNOLOGIES's opinion, to maintain the Equipment in good working condition, including next day replacement of hardware components upon determination by TELESWITCH TECHNOLOGIES that hardware failure has occurred. Customer shall return the failed component to TELESWITCH TECHNOLOGIES, at its expense, using the packaging and return label provided with the replacement component, within fifteen (15) days of receipt of the replacement component;
- (e) Dispatching Service Staff to the Install Location(s) when necessary as determined by TELESWITCH TECHNOLOGIES in its sole discretion; and
- (f) Provide Customer with one (1) copy of each new Release for each copy of the Software being maintained under this Agreement, together with all documentation issued for or in connection with the use of the new Releases, within thirty (30) days after the initial commercial release of such Releases. Releases shall consist of all officially released modifications, updates, improvements, refinements, minor enhancements, error corrections or other changes to the System which are provided by TELESWITCH TECHNOLOGIES to its customers at no additional charge. TELESWITCH TECHNOLOGIES will provide reasonable remote assistance to help Customer install and operate each new Release provided under this Agreement. Upon Customer's request, TELESWITCH TECHNOLOGIES will install said new Releases for an additional charge at TELESWITCH TECHNOLOGIES's then prevailing hourly rates, plus travel expenses (the term "travel expenses", as used in this Agreement, shall include meals, transportation, lodging and other reasonable living and related expenses) incurred by TELESWITCH TECHNOLOGIES. Since Releases are cumulative, each new Release is useful only if Customer has obtained and installed all prior applicable Releases. TELESWITCH TECHNOLOGIES will not support earlier Releases of the Software ninety (90) days after the new Release has been shipped to Customer. If Customer elects not to install a new Release, then TELESWITCH TECHNOLOGIES's responsibility under this Agreement shall terminate with respect to the Software ninety (90) days after delivery of the new Release to Customer.

1.2 Except for the twenty-four hour telephone hot line, Maintenance services will be available during Normal Service Hours, as defined in Section 2 hereof. Routine service calls will be responded to within twenty-four (24) hours of notification by Customer. Emergency service (defined as services necessitated by a major failure of the Equipment and/or Software to operate as required in accordance with the published materials supplied by the manufacturer) calls will be responded to within four (4) hours of notice from the Customer, unless prevented by causes beyond TELESWITCH TECHNOLOGIES's control. For the purpose of this Agreement, TELESWITCH TECHNOLOGIES's response to any service calls shall, at its sole discretion, be either remotely or by dispatching its Service Staff.

1.3 If, at Customer's request, Maintenance is performed during Extended Service Hours, as defined in Section 2 hereof, then Customer shall pay an additional charge, at TELESWITCH TECHNOLOGIES's then prevailing hourly rate, plus travel and related expenses. A minimum of four (4) hours will be invoiced if on-site services are required. Maintenance performed during Extended Service Hours at other than Customer's request will not be subject to any surcharge.

1.4 If Customer requests the performance of services that are outside or in addition to the scope of services covered under this Agreement, such services may be furnished by TELESWITCH TECHNOLOGIES on a time and materials basis at TELESWITCH TECHNOLOGIES's prevailing rates then in effect, subject to availability of TELESWITCH TECHNOLOGIES's Service Staff.

2. SERVICE HOURS

Normal service hours are 8:30 a.m. to 5:30 p.m., local time of the Install Location, Monday through Friday, excluding TELESWITCH TECHNOLOGIES holidays ("Normal Service Hours"). Customer is required to route all problems, questions and requests for service on any System through TELESWITCH TECHNOLOGIES's technical support center. Extended Service Hours are hours outside of the Normal Services Hours.

3. TERM

The initial period of coverage shall commence on the date of installation of the Equipment and/or Software and continue for a period of _____ year(s) (the "Initial Term"). Thereafter, the term of this Agreement may be renewed for additional periods of one (1) year or more upon agreement of the parties in writing and receipt of payment by TELESWITCH TECHNOLOGIES for the renewal term(s) prior to each renewal date of the Agreement.

4. RATES AND CHARGES

4.1 In consideration of the Maintenance to be provided herein, Customer agrees to pay TELESWITCH TECHNOLOGIES its fees based on the schedule set forth in Appendix "B". TELESWITCH TECHNOLOGIES reserves the right to change the maintenance fees charged under this Agreement upon the expiration of the then-current term, provided that, such change will not be effective until thirty (30) days after TELESWITCH TECHNOLOGIES has given Customer written notice of such change. Customer shall pay all maintenance fees (including fees for renewal terms) annually in advance.

4.2 In the event TELESWITCH TECHNOLOGIES performs Maintenance on a System located at an Install Location that is more than sixty (60) miles from TELESWITCH TECHNOLOGIES's service branch location or at a site other than the Install Location, TELESWITCH TECHNOLOGIES shall have the right to charge Customer for travel time and reasonable travel expenses incurred.

4.3 Any and all additional time and material rates charges, hourly or per diem, other charges and/or reimbursable expenses required to be paid by Customer under this Agreement for additional services or services not covered under this Agreement, shall be invoiced to Customer at the beginning of each month after such services were provided and reimbursable expenses were incurred by TELESWITCH TECHNOLOGIES. Customer shall pay the invoiced amount within thirty (30) days from the date of such invoice.

4.4 With the exception of income taxes which TELESWITCH TECHNOLOGIES may be obligated to pay as the result of payment made by Customer, Customer agrees to pay TELESWITCH TECHNOLOGIES for all other taxes, duties, fees and all other charges which may be levied by any government body as a result of this Agreement.

4.5 TELESWITCH TECHNOLOGIES may suspend the Maintenance services provided hereunder or terminate this Agreement, at its sole option, in the event Customer fails to pay the invoiced amount on or before the invoice due date or if Customer otherwise breaches this Agreement. Termination of this Agreement by TELESWITCH TECHNOLOGIES for failure to pay maintenance fees does not release Customer from its payment obligations as set forth in this Agreement.

4.6 A late charge of 1.5% per month (18% APR) will be added to all invoices for charges that are more than thirty (30) days past due.

Initials _____ ss TELESWITCH TECHNOLOGIES Maintenance Agreement

8/29/2003

5. TELESWITCH TECHNOLOGIES'S RESPONSIBILITIES

TELESWITCH TECHNOLOGIES shall maintain a trained Service Staff (the term "Service Staff" referred to in this Agreement, shall mean employees, agents or authorized representatives of TELESWITCH TECHNOLOGIES) capable of rendering the Maintenance services set forth in this Agreement.

6. CUSTOMER'S RESPONSIBILITIES

Customer is obligated under this Agreement and agrees to:

- (a) provide TELESWITCH TECHNOLOGIES's Service Staff full and free access to the Install Location and the System for the purpose of performing Maintenance during Normal Service Hours;
- (b) provide a safe working environment for TELESWITCH TECHNOLOGIES personnel;
- (c) provide TELESWITCH TECHNOLOGIES, at no charge, access to and use of the System, any machines, attachments and/or communications facilities which, in TELESWITCH TECHNOLOGIES's opinion, are reasonably necessary to facilitate Maintenance;
- (d) maintain and control proper site environmental conditions and perform any routine maintenance procedures as prescribed in TELESWITCH TECHNOLOGIES's operations manual pertaining to the Equipment. With the exception of the routine procedures referenced in this section, Customer shall not attempt to perform, perform or cause to be performed maintenance or repair of the System without the prior approval of TELESWITCH TECHNOLOGIES;
- (e) make available the Install Locations(s) at such time as may be requested by TELESWITCH TECHNOLOGIES for installation of any engineering change order during the term of this Agreement; and
- (f) pay long distance charges for remote access to the System by TELESWITCH TECHNOLOGIES for purposes of performing preventive and diagnostic Maintenance services.

7. EXCLUDED MAINTENANCE COVERAGE

7.1 Maintenance to be provided under this Agreement does not include services for repair of damage, replacement of parts or increase of service time attributable to following reasons:

- (a) any problems resulting from the misuse, improper use, abuse, alteration, or damage of the System;
- (b) any problems caused by modifications in any versions of the Software not made or authorized by TELESWITCH TECHNOLOGIES;
- (c) any problems resulting from the combination of the System with such other programming, equipment or materials not supplied by TELESWITCH TECHNOLOGIES or to the extent such combination has not been approved by TELESWITCH TECHNOLOGIES;
- (d) any problems resulting from the use of operation of the System for purposes for which it was not designed;
- (e) errors in any version of the Software other than the most recent release, provided that TELESWITCH TECHNOLOGIES will continue to support superseded releases for a reasonable period, not to exceed thirty (30) days, sufficient for Customer to install the newest release;
- (f) problems resulting from unusual physical or electrical stress, accident, neglect or acts of God, and any other similar causes beyond TELESWITCH TECHNOLOGIES's control; and
- (g) moves, adds and changes requested by Customer.

7.2 When Maintenance is required due to any reason set forth above, services will be provided at TELESWITCH TECHNOLOGIES's then prevailing time and material rates and an invoice will be issued to Customer. TELESWITCH TECHNOLOGIES will not be responsible for delays caused by events or circumstances beyond its reasonable control. If Customer modifies the System or adds foreign devices to the System, then TELESWITCH TECHNOLOGIES may, at its sole option, (i) terminate this Agreement, or (ii) support and service such modifications and foreign devices at its then prevailing rates.

7.3 TELESWITCH TECHNOLOGIES may issue a new Software release that also requires a hardware upgrade in order to utilize new functionalities. Such hardware upgrades are not covered under this Agreement.

8. ELIGIBILITY

TELESWITCH TECHNOLOGIES reserves the right at Customer's expense to inspect and qualify for Maintenance under this Agreement any equipment or software which was not subject to TELESWITCH TECHNOLOGIES warranty coverage or a TELESWITCH TECHNOLOGIES Maintenance Agreement immediately prior to the date of this Agreement. TELESWITCH TECHNOLOGIES further reserves the right, at any time, to evaluate any System, including its use and environment, and qualify continuance of Maintenance based upon changes, which, in TELESWITCH TECHNOLOGIES's opinion, are reasonably required for the proper operation of any System and the continuance of Maintenance.

Initials _____ ss TELESWITCH TECHNOLOGIES Maintenance Agreement

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9. RELOCATION OF EQUIPMENT

Upon request of Customer, TELESWITCH TECHNOLOGIES will provide a price quotation for effecting the relocation of Equipment to a new site. In the event Equipment is moved or relocated by other than TELESWITCH TECHNOLOGIES personnel, TELESWITCH TECHNOLOGIES shall have the right to evaluate the Equipment and its new site and environmental conditions as a condition for continuing Maintenance on the Equipment and to bill Customer at its then prevailing rates for such inspection and any labor, material and adjustments which, in TELESWITCH TECHNOLOGIES's opinion, are necessary to restore the Equipment to good operating condition.

10. ADDITIONAL EQUIPMENT

Equipment and software acquired by Customer, from TELESWITCH TECHNOLOGIES or from an authorized dealer, reseller or agent of TELESWITCH TECHNOLOGIES, during the term of this Agreement will be automatically added to this Agreement following the installation of the equipment and/or software on a coterminous basis. TELESWITCH TECHNOLOGIES, or its authorized dealer, reseller or agent, shall issue the Customer a Supplement to this Agreement (the "Supplement") which shall specify the equipment and software to be added to the Agreement and the additional maintenance fees for the balance of the current term to be invoiced to the Customer. The Supplement will become a part of this Agreement upon acceptance and execution by an officer of TELESWITCH TECHNOLOGIES.

11. LIMITED WARRANTY

TELESWITCH TECHNOLOGIES shall perform its services hereunder in a workmanlike manner and in accordance with accepted industry practice. TELESWITCH TECHNOLOGIES's obligation to furnish repairs, parts and materials or correct any errors shall be limited to the maintenance terms of this Agreement.

12. LIMITATION OF LIABILITY

12.1 EXCLUSION OF OTHER WARRANTIES. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

12.2 DISCLAIMER. EXCEPT FOR TELESWITCH TECHNOLOGIES'S OBLIGATIONS PURSUANT TO SECTION 11 ABOVE, IN NO EVENT SHALL TELESWITCH TECHNOLOGIES BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) IN CONNECTION WITH OR ARISING OUT OF THE EQUIPMENT, TELESWITCH TECHNOLOGIES SOFTWARE OR SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST DATA, LOST SAVINGS, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, EVEN IF CAUSED BY TELESWITCH TECHNOLOGIES'S NEGLIGENCE AND EVEN IF TELESWITCH TECHNOLOGIES HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. TELESWITCH TECHNOLOGIES DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SYSTEM COVERED HEREUNDER WILL MEET THE PERFORMANCE REQUIREMENTS OF THE CUSTOMER OR THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.

12.3 LIMITS ON LIABILITY. TELESWITCH TECHNOLOGIES'S MAXIMUM LIABILITY FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL NOT IN ANY EVENT EXCEED THE TOTAL AMOUNT OF SERVICE FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO TELESWITCH TECHNOLOGIES FOR THE THEN CURRENT TERM. THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER HEREUNDER WITH RESPECT TO A DEFECTIVE OR INOPERATIVE SYSTEM IS TO REQUEST MAINTENANCE AS PROVIDED HEREIN.

13. GOVERNING LAW

This Agreement and any transaction pursuant thereto, shall be governed by and construed in accordance with the laws of the State of Florida.

14. NOTICES

All notices provided for in this Agreement shall be given in writing and shall be effective when served by personal delivery or five (5) days after being deposited, postage prepaid, in the mail and addressed to the parties at their respective addresses as set forth in this Agreement or as either party may later specify by written notice to the other.

15. MISCELLANEOUS

15.1 This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof, and supersedes all proposals, written or oral, and all other communications between the parties relating to the subject matter of the Agreement.

15.2 This Agreement may not be amended or modified unless it is in writing and signed by the parties hereto.

Initials _____ ss TELESWITCH TECHNOLOGIES Maintenance Agreement

8/29/2003

15.3 The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof.

15.4 TELESWITCH TECHNOLOGIES reserves the right to subcontract for the performance of Maintenance and other services to be provided under this Agreement. In such event, however, the rights and obligations of TELESWITCH TECHNOLOGIES and Customer hereunder will not be diminished.

15.5 Customer may not assign any of its obligations, rights or remedies under this Agreement without the prior written consent of TELESWITCH TECHNOLOGIES.

15.6 The invalidity, illegality, or unenforceability of any provision of this Agreement shall in no way affect the validity, legality and enforceability of any other provision.

15.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as set forth below.

THIS AGREEMENT IS NOT VALID UNTIL ACCEPTED AND EXECUTED BY AN OFFICER OF TELESWITCH TECHNOLOGIES.

TELESWITCH TECHNOLOGIES, INC.

CUSTOMER:
COMPANY NAME: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**APPENDIX A
EQUIPMENT, SOFTWARE AND INSTALL LOCATION(S)**

Initials _____ ss TELESWITCH TECHNOLOGIES Maintenance Agreement

8/29/2003

HW REQUIREMENTS TOWN OF DAVIE					
QTY.	PART NUMBER	DESCRIPTION	LIST PRICE	BID PRICE	BID TOTAL
Superstack 3 NBX for Town Center:					
2	3C10200	V5000 CHASSIS	\$1,500.00	\$975.00	\$1,950.00
1	3C10202	V5000 CALL PROCESSOR 250-2PWR	\$9,000.00	\$4,725.00	\$4,725.00
1	3C10325	CP250 DEVICE UPGRADE	\$24,600.00	\$12,915.00	\$12,915.00
1	3C10233	MEMORY UPGRADE 512K	\$400.00	\$300.00	\$300.00
1	3C10207	DISK MIRRORING	\$3,500.00	\$1,837.50	\$1,837.50
4	3C10116C	NBX 11 boards	\$4,700.00	\$3,055.00	\$12,220.00
1	3C10117C	ATA Board 4 port	\$1,300.00	\$763.75	\$763.75
21	3C10120B	ATA SINGLE PORT	\$360.00	\$283.50	\$5,953.50
1	3C10212	4P-12 PORT UPGRADE Vm	\$5,900.00	\$3,097.50	\$3,097.50
1	3C10132	IP ON THE FLY	\$2,420.00	\$1,270.50	\$1,270.50
1	3C10272	VTL 4 PORTS	\$3,000.00	\$1,612.50	\$1,612.50
1	15473C16A	CITEL HDST GATEWAY LICENSE	\$12.00	\$12.00	\$12.00
1	3C10284	CITEL 16 PORT ANALOG BOARD	\$1,960.00	\$1,960.00	\$1,960.00
1	NTSD12AD	MERIDIAN TDM PRI BOARD	\$5,000.00	\$4,000.00	\$4,000.00
INDEPENDENT NBX 100 FOR FIRE STATION					
1	3C10110	CALL PROCESSOR	\$1,350.00	\$708.75	\$708.75
1	3C10111	NBX 100 CHASSIS	\$725.00	\$471.25	\$471.25
2	3C10114C	NBX LSIDS Board 4 port	\$1,140.00	\$741.00	\$1,482.00
1	3C10137	VOICE MAIL UPGRADE 4P/4H	\$1,100.00	\$577.50	\$577.50
1	3C10132	IP ON THE FLY	\$2,420.00	\$1,270.50	\$1,270.50
1	3C10272	VTL 4 PORTS	\$3,000.00	\$1,612.50	\$1,612.50
ETHERNET AND IP TELEPHONES					
136	3C10246B	NBX Base Phone	\$285.00	\$220.88	\$30,036.68
138	3C10226B	NBX SPK Phone	\$435.00	\$293.63	\$40,520.94
0	3C10228RB	NBX SPK Phone + IR	\$485.00	\$327.38	\$0.00
2	3C10123A	NBX AUTO ATTENDANT	\$358.00	\$281.93	\$563.86
2	3C10280	COMPLEMENT ATTENDANT SW	\$10.00	\$7.50	\$15.00
11	3C10222	EPS 24 port	\$1,683.00	\$1,325.36	\$14,578.96
1	3C10220	EPS 12 port	\$895.00	\$704.81	\$704.81
2	3C10282	Polycorn Conference Licenses	\$100.00	\$75.00	\$150.00
2	IP 3000	Polycorn Conference Phone	\$795.00	\$795.00	\$1,590.00

QTY.	PART NUMBER	DESCRIPTION	LIST PRICE	BID PRICE	BID TOTAL
ETHERNET SWITCHES					
10	3C16790	5 port switch	\$89.00	\$79.20	\$792.00
7	3C16791	8 port switch	\$139.00	\$111.20	\$778.40
3	3C16792	16 port switch	\$239.00	\$191.20	\$573.60
8	3C17304	24 port switch + 2x 1GB ports + 2x slots fiber module	\$920.00	\$736.00	\$5,688.00
7	3C17300	24 port switch + 2x 1GB ports	\$920.00	\$736.00	\$5,152.00
3	3C17205	24 port switch with 24 port EPS	\$2,350.00	\$1,995.00	\$5,985.00
10	3C8B1C91	Single 1GB fiber module	\$495.00	\$396.00	\$3,960.00
WIRELESS DEVICES AND ANTENNAS					
7	3CRWE80096A	Wireless LAN Bldg-Bldg Bridge	\$995.00	\$746.25	\$5,223.75
14	3CRWE80096A	Wireless LAN Access Point	\$599.00	\$486.69	\$6,813.66
3	3CWE490	Omni Antenna	\$119.00	\$96.69	\$290.07
18	3CWE498	Sector Panel Antenna	\$159.00	\$129.19	\$2,325.42
21	3CWE481	Coax Cable 20' for antennas + power	\$69.00	\$56.06	\$1,177.26
ROUTERS					
11	3C13700	3Com Router 5009	\$1,395.00	\$930.00	\$10,230.00
1	3C13750	3Com Router 5231S	\$2,495.00	\$1,663.33	\$1,663.33
10	3C13720	WAN module for Fradinal T1 Frame Relay	\$696.00	\$466.00	\$4,660.00
2	3C13769	Dual T1 WAN/VoIP DTI module	\$1,895.00	\$1,263.33	\$2,526.66
BACKUP POWER SUPPLIES					
2	SMART 3000 RM2U	UPS rack mount 2000 watts	\$1,292.50	\$1,292.50	\$2,585.00
3	SMART2200 RMXL2U	UPS rack mount 1500 watts	\$1,240.00	\$1,240.00	\$3,720.00
22	BP48V60RT3U	Battery Pack 4 hours	\$873.75	\$873.75	\$19,222.50
9	3-9U	UPS and Battery Stand	\$51.30	\$51.30	\$461.70
SPARE PARTS CRASH KIT					
1	3C10209A	Hard disk Field Replacement	\$1,600.00	\$1,040.00	\$1,040.00
1	3C10239	Call processor Field Replacement	\$3,665.00	\$2,382.25	\$2,382.25
1	3C10110	NBX 100 Call Processor	\$1,350.00	\$877.50	\$877.50
1	3C10119	Hard disk NBX 100 Field Replacement	\$1,000.00	\$650.00	\$650.00
TECHNICAL SERVICE, INSTALLATION, PROJECT MANAGEMENT, TRAINING, MISCELLANEOUS					
300	MISCELLANEOUS	Service hours	\$125.00	\$93.75	\$28,125.00
20	MISCELLANEOUS	Service CDR Call Accounting	\$125.00	\$93.75	\$1,875.00
800	MISCELLANEOUS	Patch cords 3ft Cat 5e	\$1.20	\$1.20	\$960.00
30	3C10223	Power splitters 12 per pack	\$42.00	\$33.08	\$992.40
TOTAL AMOUNT					\$267,833.50

QTY.	PART NUMBER	DESCRIPTION	LIST PRICE	TOTAL BID PRICE
ADMIN & TOWN CLERK (BLDG A)				
6	3C10248B	NBX Base Phone	\$285.00	\$220.88
16	3C10224B	NBX SPK Phone	\$435.00	\$293.63
0	3C10228RB	NBX SPK Phone + IR	\$485.00	\$327.38
1	IP 3000	Polycam Conference Phone	\$795.00	\$795.00
2	3C10120B	ATA SINGLE PORT	\$390.00	\$283.50
1	3C17304	24 port switch + 2x 1GB ports + 2x slots fiber module	\$920.00	\$736.00
2	3C17300	24 port switch + 2x 1GB ports	\$920.00	\$736.00
1	3C6BIC91	Single 1GB fiber module	\$495.00	\$396.00
2	3C10222	EP5 24 port	\$1,683.00	\$1,325.36
1	3CRWE60066A	Wireless LAN Bldg-Bldg Bridge	\$995.00	\$746.25
1	3CWE498	Sector Panel Antenna	\$159.00	\$129.19
1	3CWE481	Coax Cable 20' for antennas + power	\$69.00	\$56.06
1	SMART2200 RMXL2U	UPS rack mount 1500 watts	\$1,240.00	\$1,240.00
4	BP48V60RT3U	Battery Pack 4 hours	\$873.75	\$3,465.00
1	3-9U	UPS and Battery Stand	\$51.30	\$51.30
BUDGET & FINANCE (BLDG B)				
34	3C10248B	NBX Base Phone	\$285.00	\$220.88
22	3C10224B	NBX SPK Phone	\$435.00	\$293.63
0	3C10228RB	NBX SPK Phone + IR	\$485.00	\$327.38
2	3C10282	Polycam Conference Licenses	\$100.00	\$75.00
2	3C10200	V6000 CHASSIS	\$1,500.00	\$975.00
1	3C10202	V6000 CALL PROCESSOR 280-2PWVR	\$9,000.00	\$4,725.00
1	3C10325	CP250 DEVICE UPGRADE	\$24,600.00	\$12,915.00
1	3C10233	MEMORY UPGRADE 512K	\$400.00	\$300.00
1	3C10207	DISK MIRRORING	\$3,500.00	\$1,837.50
4	3C10116C	NBX T1 boards	\$4,700.00	\$3,055.00
1	3C10284	CITEL 16 PORT ANALOG BOARD	\$1,960.00	\$1,960.00
1	15473C16A	CITEL HDST GATEWAY LICENSE	\$12.00	\$12.00
1	3C10117C	ATA Board 4 port	\$1,300.00	\$763.75
1	3C10212	4P-12 PORT UPGRADE Vm	\$5,900.00	\$3,097.50
1	3C10132	IP ON THE FLY	\$2,420.00	\$1,270.50
1	3C10272	VTL 4 PORTS	\$3,000.00	\$1,612.50
2	3C17304	24 port switch + 2x 1GB ports + 2x slots fiber module	\$920.00	\$736.00
1	3C17300	24 port switch + 2x 1GB ports	\$920.00	\$736.00
3	3C10222	EP5 24 port	\$1,683.00	\$1,325.36
3	3C6BIC91	Single 1GB fiber module	\$495.00	\$396.00
2	3C13700	30cam Router 5009	\$1,395.00	\$930.00
1	3C13750	30cam Router 5231S	\$2,495.00	\$1,663.33
2	3C13720	WAN module for Fractional T1 Frame Relay	\$699.00	\$992.00
1	3C13769	Dual T1 WAN/VoIP DTI module	\$1,895.00	\$1,263.33

QTY.	PART NUMBER	DESCRIPTION	LIST PRICE	LIST PRICE	TOTAL BID PRICE
1	IP 3000	Polycorn Conference Phone	\$795.00	\$795.00	\$795.00
1	SMART 3000 RM2U	UPS rack mount 2000 watts	\$1,292.50	\$1,292.50	\$1,292.50
5	BP48V60RT3U	Battery Pack 4 hours	\$873.75	\$873.75	\$4,368.75
2	3-4U	UPS and Battery Stand	\$51.30	\$51.30	\$102.60
DEVELOPMENT SERVICES (BLDG C)					
18	3C10248B	NBX Base Phone	\$285.00	\$220.88	\$3,975.84
47	3C10226B	NBX SPK Phone	\$435.00	\$293.63	\$13,800.61
1	3C10123A	NBX AUTO ATTENDANT	\$358.00	\$281.93	\$281.93
1	3C10280	COMPLEMENT ATTENDANT SW	\$10.00	\$7.50	\$7.50
2	3C10120B	ATA SINGLE PORT	\$360.00	\$283.50	\$567.00
1	3C17304	24 port switch + 2x 1GB ports + 2x slots /fiber module	\$920.00	\$736.00	\$736.00
3	3C17300	24 port switch + 2x 1GB ports	\$920.00	\$736.00	\$2,208.00
1	3C081C91	Single 1GB fiber module	\$465.00	\$396.00	\$396.00
3	3C10222	EPS 24 port	\$1,083.00	\$1,323.36	\$3,976.08
1	3CWRWE90096A	Wireless LAN Bldg-Bldg Bridge	\$995.00	\$746.25	\$746.25
1	3CWE488	Sector Panel Antenna	\$159.00	\$129.19	\$129.19
1	3CWE481	Coax Cable 20' for antennas + power	\$69.00	\$56.06	\$56.06
1	SMART2200 RMXL2U	UPS rack mount 1500 watts	\$1,240.00	\$1,240.00	\$1,240.00
4	BP48V60RT3U	Battery Pack 4 hours	\$873.75	\$873.75	\$3,495.00
2	3-4U	UPS and Battery Stand	\$51.30	\$51.30	\$102.60
OLD DAVIE SCHOOL					
1	3C10248B	NBX Base Phone	\$285.00	\$220.88	\$220.88
2	3C10226B	NBX SPK Phone	\$435.00	\$293.63	\$587.26
1	3C10120B	ATA SINGLE PORT	\$360.00	\$283.50	\$283.50
1	3C16781	8 port switch	\$138.00	\$111.20	\$111.20
1	3CWRWE80096A	Wireless LAN Access Point	\$599.00	\$486.69	\$486.69
1	3CWE488	Sector Panel Antenna	\$159.00	\$129.19	\$129.19
1	3CWE481	Coax Cable 20' for antennas + power	\$69.00	\$56.06	\$56.06
RODEO					
1	3C10248B	NBX Base Phone	\$285.00	\$220.88	\$220.88
1	3C16790	5 port switch	\$99.00	\$79.20	\$79.20
1	3CWRWE80096A	Wireless LAN Access Point	\$599.00	\$486.69	\$486.69
1	3CWE488	Sector Panel Antenna	\$159.00	\$129.19	\$129.19
1	3CWE481	Coax Cable 20' for antennas + power	\$69.00	\$56.06	\$56.06

QTY.	PART NUMBER	DESCRIPTION	LIST PRICE	LIST PRICE	TOTAL BID PRICE
RECREATION & FIRE ADMINISTRATION					
14	3C10248B	NBX Base Phone	\$285.00	\$220.88	\$3,092.32
24	3C10226B	NBX SPK Phone	\$435.00	\$293.63	\$7,047.12
1	3C10123A	NBX AUTO ATTENDANT	\$358.00	\$281.93	\$281.93
1	3C10280	COMPLEMENT ATTENDANT SW	\$10.00	\$7.50	\$7.50
3	3C10120B	ATA SINGLE PORT	\$360.00	\$283.50	\$850.50
2	3C17304	24 port switch + 2x 1GB ports + 2x slots fiber module	\$820.00	\$736.00	\$1,472.00
1	3C17300	24 port switch + 2x 1GB ports	\$820.00	\$736.00	\$736.00
3	3C8BIC91	Single 1GB fiber module	\$485.00	\$396.00	\$1,188.00
1	3C10222	EPS 24 port	\$1,683.00	\$1,325.36	\$3,976.08
1	3C10110	CALL PROCESSOR	\$1,350.00	\$708.75	\$708.75
1	3C10111	NBX 100 CHASSIS	\$725.00	\$471.25	\$471.25
2	3C10114C	NBX LSIDS Board 4 port	\$1,140.00	\$577.50	\$1,482.00
1	3C10137	VOICE MAIL UPGRADE 4P/4H	\$1,100.00	\$1,270.50	\$1,270.50
1	3C10132	IP ON THE FLY	\$2,420.00	\$1,612.50	\$1,612.50
1	3C10272	UPS rack mount 2000 watts	\$3,000.00	\$1,282.50	\$1,282.50
1	SMART 3000 RM2U	Battery Pack 4 hours	\$1,282.50	\$873.75	\$4,368.75
5	BP48V60RT3U	UPS and Battery Stand	\$51.30	\$51.30	\$102.60
2	3-9U				
FIRE STATION 38					
7	3C10248B	NBX Base Phone	\$285.00	\$220.88	\$1,546.16
6	3C10226B	NBX SPK Phone	\$435.00	\$293.63	\$1,761.78
1	3C10120B	ATA SINGLE PORT	\$360.00	\$283.50	\$283.50
1	3C17304	24 port switch + 2x 1GB ports + 2x slots fiber module	\$820.00	\$736.00	\$736.00
1	3C8BIC91	Single 1GB fiber module	\$485.00	\$396.00	\$396.00
1	3C10220	EPS 12 port	\$895.00	\$704.81	\$704.81
1	SMART2200 RMXL2U	UPS rack mount 1500 watts	\$1,240.00	\$1,240.00	\$1,240.00
4	BP48V60RT3U	Battery Pack 4 hours	\$873.75	\$873.75	\$3,495.00
2	3-9U	UPS and Battery Stand	\$51.30	\$51.30	\$102.60
PUBLIC WORKS TRAILER, STORAGE & GARAGE					
10	3C10248B	NBX Base Phone	\$285.00	\$220.88	\$2,208.80
4	3C10226B	NBX SPK Phone	\$435.00	\$293.63	\$1,174.52
2	3C10120B	ATA SINGLE PORT	\$360.00	\$283.50	\$567.00
1	3C17304	24 port switch + 2x 1GB ports + 2x slots fiber module	\$820.00	\$736.00	\$736.00
1	3C8BIC91	Single 1GB fiber module	\$485.00	\$396.00	\$396.00
1	3C16790	5 port switch	\$96.00	\$79.20	\$79.20
1	3C16791	8 port switch	\$138.00	\$111.20	\$111.20
1	3CRWE90096A	Wireless LAN Bldg-Bldg Bridge	\$995.00	\$746.25	\$746.25
1	3CRWE80096A	Wireless LAN Access Point	\$598.00	\$486.69	\$486.69
QTY.	PART NUMBER	DESCRIPTION	LIST PRICE	LIST PRICE	TOTAL BID PRICE

2	3CWE498	Sector Panel Antenna	\$150.00	\$129.19	\$258.38
2	3CWE481	Coax Cable 20' for antennas + power	\$69.00	\$56.06	\$112.12
PINE ISLAND MULT BLDG. POOL & SATELLITES					
18	3C10248B	NBX Base Phone	\$285.00	\$220.88	\$3,975.84
3	3C10228B	NBX SPK Phone	\$435.00	\$293.63	\$880.89
3	3C10120B	ATA SINGLE PORT	\$360.00	\$283.50	\$850.50
1	3C17205	24 port switch with 24 port EPS	\$2,350.00	\$1,995.00	\$1,995.00
5	3C16790	5 port switch	\$98.00	\$79.20	\$396.00
1	3C16792	16 port switch	\$238.00	\$191.20	\$191.20
1	3CRWE90096A	Wireless LAN Bldg-Bldg Bridge	\$995.00	\$746.25	\$746.25
6	3CRWE80096A	Wireless LAN Access Point	\$599.00	\$486.69	\$2,920.14
6	3CWE498	Sector Panel Antenna	\$150.00	\$129.19	\$775.14
1	3CWE490	Omnit Antenna	\$119.00	\$96.69	\$86.69
7	3CWE481	Coax Cable 20' for antennas + power	\$69.00	\$56.06	\$392.42
1	3C13700	3Com Router 5009	\$1,395.00	\$930.00	\$930.00
1	3C13720	WAN module for Fractional T1 Frame Relay	\$699.00	\$466.00	\$466.00
UTILITIES WATER PLANT & SATELLITES					
2	3C10248B	NBX Base Phone	\$285.00	\$220.88	\$441.76
9	3C10228B	NBX SPK Phone	\$435.00	\$293.63	\$2,642.67
1	3C10120B	ATA SINGLE PORT	\$360.00	\$283.50	\$283.50
1	3C16790	5 port switch	\$98.00	\$79.20	\$79.20
1	3C16791	8 port switch	\$138.00	\$111.20	\$111.20
1	3C16792	16 port switch	\$238.00	\$191.20	\$191.20
1	3CRWE90096A	Wireless LAN Bldg-Bldg Bridge	\$995.00	\$746.25	\$746.25
2	3CRWE80096A	Wireless LAN Access Point	\$599.00	\$486.69	\$973.38
2	3CWE498	Sector Panel Antenna	\$159.00	\$129.19	\$258.38
1	3CWE490	Omnit Antenna	\$119.00	\$96.69	\$96.69
3	3CWE481	Coax Cable 20' for antennas + power	\$69.00	\$56.06	\$168.18
1	3C13700	3Com Router 5009	\$1,395.00	\$930.00	\$930.00
1	3C13720	WAN module for Fractional T1 Frame Relay	\$699.00	\$466.00	\$466.00
SHELANDOAH PARK & SATELLITES					
3	3C10248B	NBX Base Phone	\$285.00	\$220.88	\$662.64
1	3C10228B	NBX SPK Phone	\$435.00	\$293.63	\$293.63
1	3C16790	5 port switch	\$99.00	\$79.20	\$79.20
2	3C16791	8 port switch	\$138.00	\$111.20	\$222.40
1	3CRWE90096A	Wireless LAN Bldg-Bldg Bridge	\$995.00	\$746.25	\$746.25
2	3CRWE80096A	Wireless LAN Access Point	\$599.00	\$486.69	\$973.38
2	3CWE498	Sector Panel Antenna	\$159.00	\$129.19	\$258.38
QTY.	PART NUMBER	DESCRIPTION	LIST PRICE	LIST PRICE	TOTAL BID PRICE

1	3CWE490	Omni Antenna		\$119.00	\$96.69	\$96.69
3	3CWE481	Coax Cable 20' for antennas + power		\$69.00	\$56.06	\$168.18
1	3C13700	3Com Router 5009		\$1,395.00	\$930.00	\$930.00
1	3C13720	WAN module for Fractal T1 Frame Relay		\$699.00	\$466.00	\$466.00
FIRE STATION 91 & MANHOE SCHOOL						
6	3C10248B	NBX Base Phone		\$285.00	\$220.88	\$1,325.28
0	3C10226B	NBX SPK Phone		\$435.00	\$293.63	\$0.00
1	3C10120B	ATA SINGLE PORT		\$360.00	\$283.50	\$283.50
1	3C16790	5 port switch		\$99.00	\$79.20	\$79.20
1	3C16791	8 port switch		\$139.00	\$111.20	\$111.20
1	3CRWE80066A	Wireless LAN Bldg-Bldg Bridge		\$995.00	\$746.25	\$746.25
1	3CRWE80066A	Wireless LAN Access Point		\$599.00	\$466.69	\$466.69
2	3CWE498	Sector Panel Antenna		\$159.00	\$129.19	\$258.38
2	3CWE481	Coax Cable 20' for antennas + power		\$69.00	\$56.06	\$112.12
1	3C13700	3Com Router 5009		\$1,395.00	\$930.00	\$930.00
1	3C13720	WAN module for Fractal T1 Frame Relay		\$699.00	\$466.00	\$466.00
POLICE ATHLETIC LEAGUE BLDG						
8	3C10248B	NBX Base Phone		\$285.00	\$220.88	\$1,767.04
1	3C10226B	NBX SPK Phone		\$435.00	\$293.63	\$293.63
1	3C17205	24 port switch with 24 port EPS		\$2,350.00	\$1,995.00	\$1,995.00
1	3C13700	3Com Router 5009		\$1,395.00	\$930.00	\$930.00
1	3C13720	WAN module for Fractal T1 Frame Relay		\$699.00	\$466.00	\$466.00
COMMUNITY REDEVELOPMENT BLDG						
3	3C10248B	NBX Base Phone		\$285.00	\$220.88	\$662.64
3	3C10226B	NBX SPK Phone		\$435.00	\$293.63	\$890.89
3	3C10120B	ATA SINGLE PORT		\$360.00	\$283.50	\$850.50
1	3C17205	24 port switch with 24 port EPS		\$2,350.00	\$1,995.00	\$1,995.00
1	3C13700	3Com Router 5009		\$1,395.00	\$930.00	\$930.00
1	3C13720	WAN module for Fractal T1 Frame Relay		\$699.00	\$466.00	\$466.00
FIRE STATION 68						
4	3C10248B	NBX Base Phone		\$285.00	\$220.88	\$893.52
1	3C10120B	ATA SINGLE PORT		\$360.00	\$283.50	\$283.50
1	3C16791	8 port switch		\$139.00	\$111.20	\$111.20
1	3C13700	3Com Router 5009		\$1,395.00	\$930.00	\$930.00
1	3C13720	WAN module for Fractal T1 Frame Relay		\$699.00	\$466.00	\$466.00

QTY.	PART NUMBER	DESCRIPTION	LIST PRICE	LIST PRICE	TOTAL BID PRICE
BETTY BOOTH PARK					
1	3C10248B	NBX Base Phone	\$285.00	\$220.88	\$220.88
1	3C10120B	ATA SINGLE PORT	\$360.00	\$283.50	\$283.50
1	3C16792	16 port switch	\$239.00	\$191.20	\$191.20
1	3C13700	3Com Router 5009	\$1,395.00	\$930.00	\$930.00
1	3C13720	WAN module for Fractional T1 Frame Relay	\$699.00	\$466.00	\$466.00
SPARE PARTS CRASH KIT					
1	3C10209A	Hard disk Field Replacement	\$1,600.00	\$1,040.00	\$1,040.00
1	3C10239	Call processor Field Replacement	\$3,665.00	\$2,382.25	\$2,382.25
1	3C10110	NBX 100 Call Processor	\$1,350.00	\$877.50	\$877.50
1	3C10119	Hard disk NBX 100 Field Replacement	\$1,000.00	\$650.00	\$650.00
DAVIE POLICE DEPARTMENT					
1	3C13700	3Com Router 5009	\$1,395.00	\$830.00	\$830.00
1	3C13769	Dual T1 WAN/VoIP DTI module	\$1,895.00	\$1,263.33	\$1,263.33
1	NTSD12AD	MERIDIAN TDM PRI BOARD	\$5,000.00	\$4,000.00	\$4,000.00
TECHNICAL SERVICE, INSTALLATION, PROJECT MANAGEMENT, TRAINING					
300	MISCELLANEOUS	Service hours	\$125.00	\$93.75	\$28,125.00
20	MISCELLANEOUS	Service CDR Call Accounting	\$125.00	\$93.75	\$1,875.00
800	MISCELLANEOUS	Patch cords 3ft Cat 5e	\$1.20	\$1.20	\$960.00
30	3C10223	Power splitters 12 per pack	\$42.00	\$33.08	\$992.40
TOTAL AMOUNT					\$267,833.50

**APPENDIX B
SCHEDULE OF FEES AND RATES**

Maintenance Fees:

TELESWITCH TECHNOLOGIES's Hourly Rates*:

NORMAL SERVICE HOURS	EXTENDED SERVICE HOURS
\$100.00	\$150.00

*The rates in effect as of the date of this Agreement.

Initials _____ ss TELESWITCH TECHNOLOGIES Maintenance Agreement

8/29/2003

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